

Akiak
 Akiachak
 Alakanuk
 Andreafsky
 Aniak
 Anvik
 Atmautluak
 Bethel
 Bill Moore's Slough
 Cheforkak
 Chevak
 Chuathbaluk
 Chluoonawick
 Crooked Creek
 Eek
 Emmonak
 Georgetown
 Grayling
 Hamilton
 Holy Cross
 Hooper Bay
 Kasigluk
 Kipnuk
 Kongiganak
 Kotlik
 Kwethluk
 Kwigillingok
 Lime Village
 Lower Kalskag
 Marshall
 Mekoryuk
 Mountain Village
 Napaimute
 Napakiak
 Napaskiak
 Newton
 Nightmute
 Nunam Iqua
 Nunapitchuk
 Ohogomiut
 Oscarville
 Paimute
 Pilot Station
 Pitka's Point
 Quinhagak
 Red Devil
 Russian Mission
 Scammon Bay
 Shageluk
 Sleetmute
 St. Mary's
 Stony River
 Toksook Bay
 Tuluksak
 Tuntutuliak
 Tununak
 Umkumiut
 Upper Kalskag

September 29, 2022

**VIA USPS EXPRESS MAIL
AND EMAIL**
Roselyn.Tso@ihs.gov

**Roselyn Tso, Director
Indian Health Service
5600 Fishers Lane
Rockville, MD 20857**

Re: Contract Disputes Act claim for unpaid
 contract support costs due in FY 2016 under
 Compact No. 58G950033 and associated
 Funding Agreement

Dear Director Tso:

The Yukon-Kuskokwim Health Corporation (YKHC) hereby claims the right to immediate payment of \$26,052,735 plus interest, due and owing to YKHC under the provisions of the above-referenced Compact and associated funding agreement, as amended, in effect between the parties for fiscal year 2016. Calculations of the amount are as follows:

Third-Party Revenue Expenditures net of exclusions	\$65,690,203
Final Indirect Cost Rate	39.66%
Total Indirect CSC Due	\$26,052,735

This claim is submitted pursuant to the provisions of the Contract Disputes Act, 41 U.S.C. §§ 7101-7109 and §§ 110(a) and (d) of the Indian Self-Determination and Education Assistance Act, as amended (ISDEAA), for all damages arising out of the failure of the Indian Health Service (IHS) to pay full contract support costs to which YKHC was entitled.

During the year at issue, YKHC's Compact and funding agreement (contracts), indirect cost agreements, and the ISDEAA obligated the United States to pay YKHC no less than the full amount of contract support costs associated with YKHC's operation of the entire federal programs YKHC carried out pursuant to its contracts with IHS, as amended. This claim is specifically comprised of

indirect costs to support YKHC's total health program, consistent with the decision issued in *Navajo Health Foundation—Sage Memorial Hospital, Inc., v. Burwell*, Case No. 1:14-cv-00958 (D.N.M Nov. 3, 2016) (Docket 253), interpreting 25 U.S.C. §§ 5325(a)(3)(A)(ii) (reimbursable contract support costs include "any additional administrative or other expense incurred by the governing body of the Indian Tribe or Tribal organization and any overhead expense incurred by the tribal contractor in connection with the operation of the Federal program, function, service, or activity pursuant to the contract"). It includes the sum set forth above and, without limitation, all other damages arising out of IHS's failure to pay full contract support costs on portions of YKHC's health program supported by third-party revenues. *See above* Claim Calculations (calculating unreimbursed contract support costs associated with programs funded with third-party revenues). The claim does not duplicate any funding provided as part of the Secretarial amount paid to YKHC under the Compact. *See* 25 U.S.C. 5325(a)(3)(A) (limiting duplicative costs to "funding provided under subsection [5325](a)(1)"). Nor does it include costs associated with the portion of YKHC's health program supported by funds appropriated to the Indian Health Service and paid to YKHC under subsection 5325(a)(1).

This claim is supported by the originals of all contracts, contract modifications, funding agreements, amendment thereto, indirect cost rate agreements, and audits, all of which are in the custody of the Government. YKHC has endeavored to calculate its claims based upon the best available evidence, including its audits and financial records. As additional documentation and information becomes available, and as additional analysis proceeds, the amount claimed herein or to be claimed in the event of any appeal, is subject to adjustment

Please recall that under the terms of the Prompt Payment Act, 31 U.S.C. § 611 and the Contract Disputes Act, interest is accruing on the amount due.

In any future correspondence concerning our claim, please send a copy to the law firm of Sonosky, Chambers, Sachse, Miller & Monkman, LLP, ATTN: Rebecca Patterson, at 510 L Street, Suite 310, Anchorage, AK 99501, or by email at rebecca@sonosky.net.

Sincerely,


Yukon-Kuskokwim Health Corporation
Dan Winkelman
President & CEO

CERTIFICATION OF CONTRACT DISPUTES ACT CLAIMS

I, Dan Winkelman, President & CEO of the Yukon-Kuskokwim Health Corporation (YKHC), hereby certify as follows on behalf of YKHC:

1. The above claims are made in good faith;
2. The supporting data are accurate and complete to the best of my knowledge;
3. The amount requested accurately reflects the adjustment for which YKHC believes the Government is liable; and
4. I have been duly authorized to certify this claim on behalf of YKHC.

DATED this 29th day of September, 2022.



Dan Winkelman
President & CEO

CERTIFICATE OF DELIVERY

I, Lisa Wimmer, Vice President of Finance/CFO, swear or affirm under penalty of perjury that:

1. I am an employee of YKHC;
2. I sent, or caused to be sent, the originals of this document via USPS Express Mail to:

Roselyn Tso
Director, Indian Health Service
5600 Fishers Lane
Rockville, MD 20857
Roselyn.Tso@ihs.gov

3. I emailed, or caused to be emailed, a true and correct copy of this document to the person identified in paragraph 2 on the 29th day of September, 2022.

DATED this 29th day of September, 2022.



Lisa Wimmer
Vice President of Finance/CFO